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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ARIZONA

Game Truck Licensing, LLC

Plaintiff,

VS.

Enian Dhanabalan and Jane Doe Dhanabalan, husband and wife, dba American Game Truck

Defendant.

Case No.: CV ____

COMPLAINT

Game Truck Licensing, LLC for its complaint against Enian Dhanabalan and Jane Doe Dhanabalan alleges:

Parties and Jurisdiction

- 1. Game Truck Licensing, LLC ("Game Truck") is an Arizona limited liability company with its principal place of business in Tempe, Arizona.
 - 2. Upon information and belief, Enain Dhanabalan is a resident of California.
- 3. Upon information and belief, Jane Doe Dhanabalan is also a resident of California, and is the wife of Enian Dhanabalan. Upon information and belief all actions taken by Dhanabalan were undertaken for the benefit of his marital community.

4.	. This arises out of a	activities undertaken by Dhanabalan, which actions include
infringin	ng activities and acts of u	unfair competition, some of which occurred in Arizona and
elsewhei	re.	

- 5. This is an action for infringement. This court has jurisdiction pursuant to 28 U.S.C. §1338.
 - 6. Venue is proper in this district pursuant to 28 U.S.C. §1391.

Background Facts

- 7. Game Truck is the industry leader in providing mobile gaming systems and mobile gaming theaters to consumers.
 - 8. Game Truck provides its services through a nationwide network of franchisees.
- 9. Game Truck's services include providing a mobile game theater to a customer's location and providing a platform for multiple players to play a variety of video games against one another. Game Truck also provides a variety of related services to its customers.
- 10. Game Truck uses the trademark GAME TRUCK in connection with its services. This mark is federally registered as Reg. No. 4,170,189 issued July 10, 2012. This mark is incontestable. The mark is registered for the following services: providing rental of video game equipment and video games, in a mobile environment which allows multiple people to play video games together.
- 11. Game Truck has used this mark extensively and has established substantial goodwill associated with its mark.
- 12. In addition to its federal registration, Game Truck has substantial common law rights in its mark.
- 13. Dhanabalan owns and operates a business under the name AMERICAN GAME TRUCK.

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	14.	Dhanabalan's business includes the operation of a mobile video game trailer
which	allows	multiple players to play video games together.

- 15. Dhanabalan is a direct competitor with Game Truck and its franchisees.
- 16. Dhanabalan advertises its services, in part, by promoting itself through its website located at AMERICANGAMETRUCK.COM.
 - 17. On his website Dhanabalan uses and refers to his business as "Game Truck."
- 18. Upon information and belief, Dhanabalan answers his telephones as "Game Truck."
- 19. On more than one occasion, Dhanabalan has held himself out to be "Game Truck" and has taken other steps to deliberately cause confusion and to trade on Game Truck's goodwill.
- 20. Dhanabalan has intentionally and willfully held himself out to be "Game Truck" in order to obtain jobs where he knew the customer wanted to contact Game Truck or its franchisees.

Count 1

Federal Trademark Infringement

- 21. Game Truck realleges the allegations set forth in paragraphs 1-20 above.
- 22. Game Truck is the owner of a Federal Trademark Registration for the mark GAME TRUCK.
- 23. Dhanabalen has used the term GAME TRUCK on his trucks, his mobile theaters, his website and in the advertising of his services.
- Dhanabalen has used the term GAME TRUCK in connection with his business 24. in a way which causes confusion regarding the source or sponsorship of his services.
- 25. The use of the term GAME TRUCK by Dhanabalen has caused customers to believe that his services are approved by and authorized by Game Truck.

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	26.	Dhanabalen's	use	of	the	term	GAME	TRUCK	in	infringing	upon	Gam
Truck	's trade	mark										

- 27. Dhanabalen's use of the term GAME TRUCK has caused harm and damages to Game Truck in the amount to be proven at trial.
- 28. Dhanabalen's infringement of Game Trucks' trademark is continuing and as such is causing continuing harm and damage to Game Truck.
- 29. Dhanabalen's infringement of Game Truck's trademark is causing harm to the goodwill and reputation of Game Truck, and is causing irreparable injury to Game Truck.
- 30. Dhanabalen has been advised of his infringing activities. Despite demand to cease his infringing activities, he has continued to infringe Game Truck's trademark rights.
 - 31. Dhanabalen's infringement is deliberate and willful.
- 32. Game Truck is entitlted to preliminary and permanent injunctive relief to restrain any further infringement of its trademark.

Count 2

Common Law Trademark Infringement

- 33. Game Truck realleges the allegations set forth in paragraphs 1-32 above.
- 34. Game Truck has extensively marketed its services throughout the United States, including in Arizona and California.
- 35. Game Truck has several franchisees throughout the United States who advertise and promote their services under the name Game Truck and under the trademark GAME TRUCK. This includes advertising, promoting, and providing services in Arizona and California.
- 36. Game Truck has been actively advertising, promoting and providing its services under the trademark GAME TRUCK, for many years.
- 37. The mark GAME TRUCK is well known throughout the United States, including in Arizona and California.

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38.	Game	Truck	has	developed	substantial	goodwill	associated	with	its	marl
GAME TRU	CK									

- 39. Dhanabalen's use of the term GAME TRUCK in connection with his business in infringing upon Game Truck's common law rights in its trademark.
- 40. Such actions have caused harm and damage to Game Truck in an amount to be proven at trial.
- 41. Dhanabalen's actions are causing and unless restrained will continue to cause irreparable injury to Game Truck.
 - 42. Dhanabalen's actions are willful and deliberate.
 - 43. Game Truck in entitled to preliminary and permanent injunctive relief.

Count 3

Lanham Act Unfair Competition

- 44. Game Truck realleges the allegations set forth in paragraphs 1-43 above.
- 45. Dhanabalen has made several false and misleading claims regarding Game Truck and the services it provides.
- 46. Among the false statements made, were statements to the effect that Game Truck and its local franchisee in Pleasonton, California had old equipment, had a bad reputation, and provided bad service.
 - 47. Dhanabalen made these statements knowing they were false and misleading.
- 48. Dhanabalen made these statements for the purpose of diverting sales away from Game Truck and its franchisee.
- 49. These statements were made to customer or potential customers of Game Truck.
- 50. These actions by Dhanabalen are in violation of federal law, 15 U.S.C. §1125(a).

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51. These actions have caused harm and damage to Game Truck in an amount to be proven at trial.

Wherefore, Game Truck requests relief as follows:

- A. The Court issue a preliminary and permanent injunction against Defendants, their owners, employees, agents, representatives and all persons in active concert with them restraining and prohibiting them from infringing upon Game Truck's trademark GAME TRUCK, and further requiring them to cease and desist from any further use of the mark GAME TRUCK or substantially similar or colorable imitation of that mark, in any marketing, promotion or advertising of their business; and requiring them to remove such mark from any trucks or trailers used in their business; remove such mark from any advertising or marketing materials, including any websites, social media sites or any online usage, and to destroy any tangible marketing or advertising materials bearing the mark;
- В. The Court issue an order prohibiting and restraining Defendants from making any false or misleading statements about Game Truck or any of its franchisees;
 - C. The Court award damages to Game Truck in the amount to be proven at trial;
 - D. The Court award treble damages to Game Truck, pursuant to 15 U.S.C. §1117;
- The Court find that this is an exceptional case and award Game Truck its court E. costs and reasonable attorneys' fees. 15 U.S.C. §1117; and
- F. The Court award Game Truck such further relief as the Court deems just and proper.

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DATED: October 4, 2017.

PARKER SCHWARTZ, PLLC

By /s/Ira M. Schwartz

Ira M. Schwartz 7310 North 16th Street Suite 330 Phoenix, Arizona 85020 Attorneys for Plaintiff Game Truck

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